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NOT CIRCULATE

## CONTRACT FOR FIRE FIGHTERS

Between the City of Asbury Park, and its Fire Department and Local Union 384, International Association of Fire Fighters, AFL-CIO, CLC.

### ARTICLE I General

The City of Asbury Park hereinafter referred to as the City, and Local 384 of the International Association of Fire Fighters, AFL-CIO-CLC hereinafter referred as the Union, in order to increase general efficiency in the Fire Department, to maintain the Existing harmonious relationship between the Fire Department and its employees and to promote the morale, rights, and well-being of the members of the Fire Department, hereby agree as follows:

### ARTICLE II Public Employees

The Fire Department and individual members of the Union are to regard themselves as public employees, and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

### ARTICLE III Recognition

The City hereby recognizes that the Union is the sole and exclusive representative of all employees with the exception of the Chief of the Fire Department for the purpose of bargaining with respect to wages, hours of work and working conditions. As per resolution passed by Mayor and Council on the 31st Day of October 1969.

### ARTICLE IV Check-off

Upon the written authorization by an employee and approved by the Union President, the City agrees to deduct from the wages of each employee the sum of \$5 each month for the Union dues, and deliver the sum to the Union Treasurer. If any employee does not have a check coming to him, or the check is not large enough to satisfy the assignments, no collection shall be made from the employee for that month. Union will collect dues if not taken out of check.

### ARTICLE V Probation Period

All new employees shall serve a probationary period of three months, (90) ninety

ARTICLE V Probation Period continued

days, and shall have no seniority rights during this period but shall be subject to all other clauses of this agreement. All employees who have worked three months shall be known as permanent employees and the probationary period shall be considered part of the seniority time.

ARTICLE VI Seniority List

The Fire Department shall establish a seniority list and it shall be brought up to date on January 1st of each year and immediately posted thereafter on the Central Fire Station and Substation boards, for a period of not less than thirty (30) days and a copy of same mailed to the Secretary of the Union. Any objections to the Seniority List as posted shall be reported to the Fire Department within ten (10) days or it shall stand approved. When approved it shall be mailed to the City Manager.

ARTICLE VII Hours of Duty

Workday and work-week.

Section 1. Work-week. The work-week shall consist of forty-two (42) hours, averaged out over eight (8) weeks. For example

Tour #4 would be as follows

(a)	First week-----	Forty-eight	(48)
	Second week-----	Forty-eight	(48)
	Third week-----	Forty-eight	(48)
	Fourth week-----	Thirty-four	(34)
	Fifth week-----	Thirty-four	(34)
	Sixth week-----	Forty-eight	(48)
	Seventh week-----	Thirty-eight	(38)
	Eighth week-----	Thirty-eight	(38)

For example, the employee on the workday Sunday and Monday shall be off Tuesday; and report for the worknight Wednesday and Thursday. He shall report back for the next workday on the following Monday and Tuesday, etc.

- (b) The workday shall consist of ten (10) consecutive hours on the day shift and fourteen (14) consecutive hours on the night shift.

Section 2. Starting and quitting time. Starting time for the workday will be 8 A.M. and the worknight 6 P.M.

ARTICLE VIII Overtime

In the event that a need for overtime should occur in the Department because of vacations, sickness or other unforeseen conditions, the officer in charge

ARTICLE VIII Overtime continued

shall call the next fire fighter to work overtime. Overtime shall be paid at the straight time rate of pay to the member of the Department. All overtime will be maintained by a seniority list kept by the office; a copy of which shall be posted on the bulletin board. This record shall show the date of call and the response from each person called as to whether it was refused, on duty, no answer, sickness, or vacation. If a man refuses, he will automatically be passed by until a complete cycle of the seniority list has been made. This sheet shall pertain to tours of duty only. In the event that an officer is needed to fill in a shift because there is no officer on said shift, the Chief shall authorize an officer to work overtime. Payment of overtime shall not apply to the Chief.

ARTICLE IX Vacations

A member shall be granted a vacation if earned in each calendar year without loss of pay. Such vacations shall, be earned, in the following manner

1 to 10 years service inclusive-----	8 working days
10 to 20 years service inclusive-----	12 working days
20 years inclusive-----	16 working days

Section 1. Length of service for vacation purposes shall be determined by completed years of service as of June 30th of the earning year. This earned vacation will determine length vacation of vacation to be taken in the vacation year starting that same September and must be taken prior to the completion of that vacation year, ending the following June.

Section 2. Vacation time shall be earned from July 1st to June 30th. Vacation period shall start one day after Labor Day until June 30th.

ARTICLE X Injury Leave

Whenever a member of the Fire Department is incapacitated from duty because of an injury sustained in the performance of his duty, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, up to a maximum of one year.

The City will carry Workman's Compensation Insurance. The City agrees to continue the salary of employees injured on the job or work-related illness in exchange for assignment to the City of their lost-time payment under Workmen's Compensation payments. This shall not be charged against sick leave.

ARTICLE XI Sick Leave

The City agrees to continue its present sick leave program of fifteen (15) working days per year, cumulative from year to year, and to grant improvements equal to any improvement granted employees of the State of New Jersey through legislation or other City employees not in the Union. For absence due to illness a Doctor's certificate can be required. After 7 calendar days due to illness a return to work certificate will be required from a Doctor certifying ability to perform full duty. Examination and Certification by the City's doctor can also be required.

ARTICLE XII Hospitalization Insurance

The City shall provide medical and surgical insurance at no cost to the employee and family, as we were receiving prior to this contract.

ARTICLE XIII Leave for Union Business

The employer agrees to grant the necessary time off with pay without discrimination to any employee designated by the Union to attend local, State and International meeting labor conventions or serve in any capacity on other official Union business, provided twenty-four (24) hour written notice is given to the employer by the Union. One man limitation per working tour.

ARTICLE XIV Death Leave

Employees shall be granted 3 working days off with pay for death in the immediate family. The immediate family consisting of father, mother, spouse, children, and if in the same household sister, brother, father-in-law or mother-in-law.

ARTICLE XV Call Back Men for Alarms

Members recalled to duty because of an emergency shall be paid the actual time worked but not less than 2 hours pay.

The Chief or the Officer in charge may grant the request of any two members of the Fire Department to exchange tours, of off days.

#### ARTICLE XVI Grievance Procedure

If any employee or a group of employees shall have a grievance or complaint, an earnest effort shall be made to settle the grievance or complaint promptly through the following procedure:

Step 1. Any grievance or complaint shall be presented directly to the Chief of the Department within 10 days of the occurrence giving rise to the grievance with a reply to be given within 48 hours. Failure to reply shall constitute a denial.

Step 2. If no settlement is reached in Step 1, within 72 hours, the grievance shall be presented in writing to the City Manager who within the next 72 hours will conduct a meeting with the aggrieved(s), his representative(s) and such other parties as may be involved. He will render a decision verbally to be confirmed in writing within 72 hours after the meeting.

Step 3. If the grievance is unresolved to the satisfaction of the aggrieved it shall be taken to binding arbitration. The decision of the arbitrator shall be final and binding on both parties. Any expenses incidental to arbitration shall be born equally by both parties.

#### ARTICLE XVII Safety and Health

The City and Union shall cooperate fully in matters of safety, health and the sanitation affecting the employees. The City shall furnish and replace coats, fire helmets, boots, oxygen masks and all other safety equipment which shall be worn or required by the men on duty.

#### ARTICLE XVIII Working Rules

The City Manager may adopt rules for the operation of the department and the conduct of its employees, provided such rules do not conflict with any of the provisions of this agreement and there was prior consultation with the Union.

#### ARTICLE XIX Company Strength

It is agreed that the City shall keep at least one (1) Truck Company and one (1) Engine Company in service 24 hours a day. Engine Company to consist of one (1) officer and three (3) fire fighters. Truck Company to consist of one (1) officer and three (3) fire fighters. One (1) ambulance operator and One (1) man to fill-in for vacations.

ARTICLE XX Parity Clause

There shall be no disparity between the Fire Department and the Police Department in any monetary categories.

ARTICLE XXI Clothing Pay (allowance)

Each member shall receive a uniform allowance of \$100 per year. The budget of the Fire Department each year shall have an account to be known as the Personal Effects Account. Each member of the Fire Department shall be reimbursed from the account for the replacement of uniforms and 3 sets of working clothes and replacement of personal effects that have been damaged in the performance of duty.

ARTICLE XXII Salaries

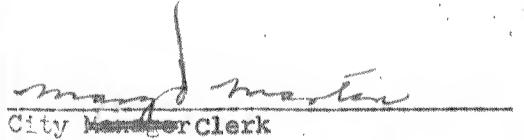
Effective January 1, 1972 annual salaries of the Fire Department shall be as follows but not less than:

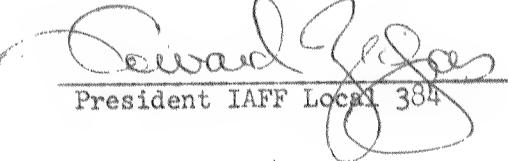
Deputy Chief	\$13,000
Fire Captains	11,000 Parity with police sergeants
Fire Fighters	10,000
Fire Fighters	9,000 Probationary 1st year

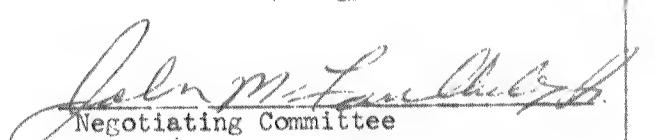
ARTICLE XXIII Term of Contract

This contract shall be for a period of one (1) year, commencing January 1, 1972, to December 31, 1972. This contract shall be automatically renewed from year to year thereafter: unless either party shall notify the other party, in writing, no earlier than August 15, and no later than August 30, or as herein-after provided for any renewal period, of the party's intention to change, alter, amend or terminate this contract. During such automatic renewal period, if any, either party may notify the other no earlier than August 15, and no later than September 15, of such renewal period of its intention to change, alter, amend or terminate this contract. It is agreed and understood that negotiations pursuant to the above notice shall begin no later than September 15, thereafter.

  
For the City Council (Mayor)

  
Maynard Martin  
City Manager/Clerk

  
President IAFF Local 384

  
John McFarland  
Negotiating Committee